

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 28th day of August 2024

BETWEEN

- 1) **The Secretary of State for Education of Sanctuary Buildings**, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) **Evolution Academy Trust** a charitable company incorporated in England and Wales with registered number 08158619, whose registered address is at Suite Gf6, Roxburgh House, Rosebury Business Park Mentmore Way, Poringland, Norwich, Norfolk, England, NR14 7XP (the "**Company**"),

together, the "**Parties**".

INTRODUCTION

A. The Parties entered into:

- i. a funding agreement dated 4 September 2012 relating to the establishment, maintenance and funding of Costessey Junior School which was amended and restated pursuant to deeds of variation dated 30 August 2013 and 29 October 2015 (the "**Costessey Junior School SFA**"); and
- ii. a supplemental funding agreement dated 30 August 2013 relating to the establishment, maintenance and funding of Costessey Infant School which was amended and restated pursuant to a deed of variation dated 29 October 2015 (the "**Costessey Infant School SFA**"),

together the "**Costessey Funding Agreements**".

B. The Parties agreed to amalgamate Costessey Junior School and Costessey Infant School as Costessey Primary School (the "**Academy**") with effect from 1 September 2019 and accordingly the Parties entered into a deed of variation on 30 August 2019 to amend the Costessey Funding Agreements in the form of a supplemental funding agreement relating to the establishment, maintenance and funding of the amalgamated Academy (the "**Costessey Primary School SFA**").

C. The Parties now wish to vary and amend certain terms and conditions of the Costessey Primary School SFA in accordance with the terms of this Deed.

D. This Deed is supplemental to the Costessey Primary School SFA.

1. INTERPRETATION

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Costessey Primary School SFA.

2. VARIATION OF THE FUNDING AGREEMENT

2.1 The Parties agree that with effect from 1 September 2024 the Costessey Primary School SFA shall be amended as follows:

2.1.1 the rows setting out the 'Capacity Number' and 'Age Range' details in the Summary Sheet table on page 4 of the Costessey Primary School SFA shall be amended as follows:

<p>Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)</p>	<p>630 statutory school age capacity 48 nursery places</p>
<p>Age range (including nursery provision where the nursery is part of the school)</p>	<p>3 to 11</p>

2.1.2 the clause variation table on page 5 shall be amended to insert the following row, after the row for clause 2.E and before the row for 2.G to confirm the clause has been applied:

2.E.1	Only applies to free schools and academies with nursery provision	X	
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2.1.3 the clause variation table on page 6 shall be amended to add the following row, after the row for clause 3.H and before the row for clause 3.J to confirm the clause has been applied:

3.I.1	Only applies to free schools and academies with nursery provision	X	
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2.1.4 a new definition of "Funded Hours" shall be inserted in clause 1.C in the relevant alphabetical order:

"Funded Hours" means the current applicable government funded entitlement to free childcare."

2.1.1 clause 2.B (Pupils) shall be deleted and replaced with the following:

“The planned capacity of the Academy is 630 and the age range is 3 to 11, plus nursery provision of 48 places. For the avoidance of doubt, notwithstanding that an individual applicant’s age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child’s Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code (‘Admission of children outside their normal age group’), to request that the child be admitted to the school outside of the child’s normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.”

2.1.2 a new Clause 2.E.1 shall be added as follows: -

“Clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours.”

2.1.3 a new Clause 3.I.1 shall be added as follows: -

“For the avoidance of doubt, the pupil number count for the purposes of determining GAG excludes nursery provision pupils. Clauses 3.A-3.I must be read with this exclusion in mind.”

2.2 Except as varied by this Deed, the Costessey Primary School SFA shall remain in full force and effect.

3. GOVERNING LAW AND JURISDICTION

3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. COUNTERPARTS

4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)

.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Evolution Academy Trust** acting by:

.....

Director

In the presence of:

